

AGREEMENT BETWEEN
THE
CITY OF HACKENSACK

and

FRATERNAL ORDER OF POLICE LODGE NO. 16/NJ FOP LABOR COUNCIL
FOR THE PERIOD
01-01-13 TO 12-31-15

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PREAMBLE

This Agreement entered into this ____ day of December , 2014, , by and between the CITY OF HACKENSACK, New Jersey, hereinafter referred to as the "City" and FRATERNAL ORDER OF POLICE LODGE NO. 16/NJ FOP LABOR COUNCIL, hereinafter referred to as the "FOP Lodge No. 16" or the "Union".

ARTICLE 1 – GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its employees and to promote the morale, rights, well-being and sincerity of the Police Department, the City and the FOP Lodge No. 16 hereby agree as follows:

1.2 Public Employee

The Police Department and the individual members of the FOP Lodge No. 16 are to regard themselves as public employees and are to be covered by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

1.3 Probation Period

All employees shall serve a probationary period of three (3) months, or such longer probationary period as may be permissible under applicable Civil Service regulations at the time of promotion, as mandated under N.J.S.A. 11A:14-15(a) and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be known as permanent employees and the probationary period shall be considered part of the seniority time.

ARTICLE 2 – SALARIES/RECOGNITION

2.1 The City of Hackensack hereby recognizes the FOP Lodge No. 16 as the sole and exclusive representative for all Lieutenants and Captains in the Hackensack Police Department, excluding Police Officers, Sergeants, Inspectors, Deputy Chief(s) and Police Chief, in accordance with the provisions of Public Laws, Chapter 303. 1968.

2.2 The parties agree that only representatives of the recognized bargaining agent shall be granted time off for business meetings.

2.3 (A) The salaries for employees covered by this Agreement shall be as set forth on Appendix A. All such salaries for 2013 shall be retroactive to January 1, 2013 and all such salaries for 2014 shall be retroactive to January 1, 2014, provided, however, that no member of the FOP Lodge No. 16 shall be eligible or receive any such retroactive pay raise unless he or she is on the active City payroll as of July 1, 2014.

(B) Notwithstanding anything in this Agreement to the contrary, any employee promoted into the FOP Lodge No. 16 on or after July 1, 2014, shall be subject to a two (2) step salary guide. The first of such steps will take effect on the date of the promotion is made and will equal to fifty (50%) per cent of salary increase. The second step will take effect on the first anniversary date of the promotion is made, e.g., an employee promoted to Lieutenant on January 1, 2015 will receive 50% of the salary increase effective January 1, 2015 and will receive the remaining 50% of such salary increase effective January 1, 2016.

ARTICLE 3 – HOLIDAYS

3.1 Both parties acknowledge that holiday pay is included in adjusted base salary, and shall be paid evenly into the twenty-six (26) annual paychecks and shall be utilized for all calculation purposes.

3.2 The City agrees to pay each member for thirteen (13) holidays. Payment for such days shall be at straight time.

ARTICLE 4 – CLOTHING ALLOWANCE

4.1 Association members shall be entitled to an annual clothing allowance, payable in December and pro-rata based upon full months of service wherein a member was not employed for the full calendar year, in accordance with the following schedule:

| 2013 | 2014 | 2015 |
|-------|-------|------|
| \$850 | \$850 | 850 |

4.2 If an Officer dies while actively employed, his estate shall receive payment for his pro-rata earned clothing allowance.

4.3 Police Officers while on Sick Leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of clothing allowance for each thirty (30) day period of absence. Clothing allowance shall not be pro-rated if an Officer is on Injury Leave.

4.4 Each new employee shall receive from the City, free of charge, a pistol, required leather per departmental specifications and rubber goods (raincoat and boots). All of these items shall remain the property of the City.

4.5 This payment shall be made to plain clothed as well as uniformed employees.

4.6 If the City institutes changes in the uniform or any part thereof, it shall provide, free of charge, any such changed items.

4.7 A police officer's uniform or personal equipment that are required by him in his capacity as a police officer, which may be damaged during the course of his employment, shall be replaced at the expense of the City, except where such damage is caused by negligence of the employee. No officer's damaged uniform or personal equipment shall be eligible for replacement unless same is turned over to the Chief or his designee. This paragraph shall be subject to the discretion of the Chief or his designee and such decision shall not be subject to arbitration.

ARTICLE 5 – SICK LEAVE

5.1 The City hereby agrees to provide fifteen (15) days of paid sick leave per full year of employment; such sick leave shall be accumulative with past practice, pursuant to Civil Service Law.

ARTICLE 6 – RETIREMENT LEAVE

6.1 The City hereby agrees that upon notification of acceptance for retirement from the Police and Fire Retirement System, a police officer shall be paid One Hundred (100%) percent of his accumulated unused sick leave without limit.

Such approved retirees must have been in the employ of the City for at least twenty-five (25) years, except in the case of disability retirement.

6.1(a) All unit members hired after January 1, 1985, shall be paid seventy-five (75%) percent of their accumulated sick leave, not to exceed fifty (50%) percent of their final annual salary as defined in 6.4 below.

6.2 In the event an active employee dies prior to retirement, without respect to years of service, the employee's estate shall receive the retirement leave payment.

6.3 Wherever an employee has rendered police service in another municipality and has thereafter joined the Police Department of the City of Hackensack, such service in the other municipality may, with the approval in writing of the City Manager, be included within the aforementioned period of twenty-five (25) years.

6.4 For purposes of computing the retirement leave benefit based upon sick days, such sick day shall be paid at the rate of 1/260 times the retiree's final annual salary. Final annual salary shall be the summation of base salary, longevity, education, Specialized Division Increment and Holiday Pay.

6.5 A retiring employee shall be permitted to take the lump sum retirement benefit in up to three (3) installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter,

however not over a period in excess of thirty-six (36) months from separation from service.

6.6 The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- 1) 25 years or more of creditable service in his/her respective pension.
- 2) Age 55 or older.
- 3) 100 or more accrued unused sick days.
- 4) Hired before January 1, 1985.

The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

The employee shall have the right to refuse the decision of the City to buy back a portion of his/her sick days.

6.7 The provisions of 6.1 and 6.5 shall not be applicable to employees hired from and after the date of January 1, 1985.

ARTICLE 7 – VACATION LEAVE

7.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule:

| <u>YEARS OF SERVICE COMPLETED BY DECEMBER 31</u> | <u>ANNUAL VACATION LEAVE EARNED</u> |
|--|---|
| 1 to 9 years | 15 working days |
| 10 to 19 years | 19 working days |
| 20 years or more | 26 working days |

7.2 During the first calendar year of employment, vacation days shall be earned at the rate of 1-1/4 days per full month of service credit to be utilized between January 1st and December 31st of the next year. During the final year of service, vacation is earned at a pro-rated basis commensurate with annual vacation leave earned.

7.3 Vacation leave earned in one year can only be taken between January 1st and December 31 of the next year, unless expressly approved by the Chief.

7.4 An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given. Two weeks notice is considered proper.

7.5 If an employee is on a leave of absence without pay for more than two weeks in any month, he/she does not earn vacation leave for that month.

7.6 An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his/her length of service and regular work schedule.

7.7 Earned vacation days may be utilized by the employee at their request, manpower permitting.

7.8 Nothing contained in this article shall be deemed to interfere with the right of management to either cancel a vacation or to change the time for the taking of same where the interests of the City of Hackensack so dictate.

ARTICLE 8 – INTENTIONALLY OMITTED

ARTICLE 9 – LONGEVITY PAY

9.1 The City hereby agrees to continue in full force and effect the existing longevity program which provides for one (1%) percent for every two (2) years without a maximum limitation.

9.2 The calculations and determinations of the longevity pay shall be in accordance with the following system:

9.3(a) In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned each two (2) years of service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment and a new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employees were first employed on a full time basis by the City.

Leaves of Absence without pay, with the exception of employees on official Leave of Absence due to military duty, will not be considered in determining the length of service.

9.3(b) All unit members hired after January 1, 1985, will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before January 1, 1985 will remain as set forth in Article 9.3(a). There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

9.3(c) Effective September 1, 2000, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit.

ARTICLE 10 - OVERTIME

10.1 Overtime will be paid, in cash, for any time spent on duty in excess of forty hours per week actually worked, including reasonable meal and break periods in accordance with established procedures, but excluding paid and unpaid leave time except for sick leave. The average workweek shall be forty (40) hours. Same shall be paid except, as hereinafter set forth, at the rate of time and one-half.

10.2 Specialized Division (Detective, Narcotics, BCI, Youth, and "Traffic Investigation Officers") personnel shall be compensated for overtime work at the time and one-half rate for all hours worked beyond the normal tour of duty. Subject to the limitations of the Fair Labor Standards Act, the City at its sole option may compensate Special Division Personnel with compensatory time or by payment at the overtime rate. Paragraph 10.8 shall be applicable to

Specialized Division Personnel. Compensable time above the 100-hour floor set in Paragraph 10.8 shall be used by said personnel within six (6) months of being ordered to do by the Chief or his designee. An order directing any such personnel to use recorded compensable time shall be limited to the taking of one (1) week of compensable time. Nothing contained herein shall preclude the Chief from issuing further orders to use compensable time to the same personnel so long as each such order is limited to one (1) week of compensable time.

10.2(b) Specialized Division Personnel may elect to use recorded compensable time upon request subject to the City's right to refuse specific dates after taking into consideration the reasonable request of the employee, and the needs of the City to maintain its staffing requirements and other legitimate concerns.

10.2(c) The City agrees that as part of the negotiations for a successor agreement, it will negotiate as an economic issue the right of Specialized Division Personnel to receive payment for a stated number of overtime hours worked in a given year.

10.3 Recorded overtime shall include training time.

10.4 Additional recorded overtime may be allowed at the option of the Chief.

10.5 Some training may, at the discretion of the Chief, be paid at the rate of time and one-half.

10.6 The parties hereby covenant and agree that in accordance with existing practice in effect in the Hackensack Police Department recorded overtime shall

be payable at the straight time rate in effect at the time of payment of said recorded overtime.

10.7 Recorded overtime may, in the sole discretion of the Chief, be used on those cases where an individual shall have utilized all of his sick days and where an individual may require additional sick leave time.

10.8 Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option exercised such payment may not reduce the amount of an individual below a total of one hundred (100) hours. This minimum of one hundred (100) hours shall be kept on the books to be paid to the individuals in whose favor such overtime exists at the time final payment is to be made.

10.9 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

10.11 Court Appearances

Effective September 1, 1982, all personnel covered by this Agreement shall receive compensation at the time and one-half rate for each court appearance when he is called in during off duty hours regardless of said employee's division or assignment with a minimum guarantee of two (2) hours for each such appearance actually required in court. The City reserves the right to work such employees for such full minimum two (2) hours. The employee shall have sole option of receiving either cash at the premium rate or compensatory time (one

and one-half hours for each overtime hour worked). If compensatory time is selected by the employee, it shall be taken pursuant to departmental practices and procedures currently in existence.

Article 11 – Health Benefit Insurance Program

11.1 Effective January 1, 2000, all active Association members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to January 1, 2000 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

*Eligible retiree to be any Association member who has 25 years pension credit and has been accepted by the PFRS as a retiree subsequent to January 1, 2000 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement.

| <u>Employee Status</u> | <u>EMPLOYEE</u> | | <u>SPOUSE</u> | | <u>ELIGIBLE DEPENDENT</u> | |
|-----------------------------------|-----------------|----------------------------------|----------------|----------------------------------|---------------------------|----------------------------------|
| | <u>Covered</u> | <u>Oxford (1) Deductible</u> | <u>Covered</u> | <u>Oxford (1) Deductible</u> | <u>Covered</u> | <u>Oxford (1) Deductible</u> |
| Active (2) | Yes | 250 | Yes | 250 | Yes | 250 |
| Retiree - Medicare Ineligible (2) | Yes | 250 | Yes | 250 | Yes | 250 |
| Retiree - Medicare Eligible (3) | Yes | 250 | Yes | 750 | Yes | 750 |

- (1) Not applicable if covered by an H.M.O.
- (2) Deductible of \$250. per single person per calendar year. Deductible of \$500. per family per calendar year (two persons must satisfy a separate deductible).
- (3) Oxford only. HMO coverage not provided.

11.2 Association members who retired prior to January 1, 2000 shall continue to receive the benefits provided by the applicable contract when they retired.

11.3 A Retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program,

shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

- 11.4 All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.
- 11.5 All Retirees (retired after January 1, 2000) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.
- 11.6 The health benefits and prescription program provided by the City to eligible retirees who are Medicare eligible shall be at the same level as provided to active employees. Additionally, HMO coverage is not available to Medicare eligible retirees or spouse.
- 11.7 The City and the PBA agree that successor collective bargaining agreements shall neither increase the health benefit deductible to exceed \$1,000. (\$1,000 for Medicare eligible retiree's spouse or dependent) nor increase the Prescription Plan co-pay to exceed \$20.00 for name brand and \$8.00 for generic brand drugs without the written majority consent of all retired Association members who retired subsequent to January 1, 2000.
- 11.8 All employees covered by this Agreement shall, during the term of this Agreement, make such contribution toward medical insurance premium costs as may be required under State Law, including, but not limited to the provisions of NJSA 40A:10-16 et seq.
- 11.9 The FOP acknowledges that the public employer, City of Hackensack, may change the source of coverage for medical benefits to employees referenced in this article. Any such change in source of coverage shall result in equal or improved benefits.

ARTICLE 12 – DENTAL PLAN

12.1 The City of Hackensack and the members of the FOP Lodge No. 16 shall provide a dental benefit insurance program during the term of this agreement sponsored by Delta Dental Insurance together with lifetime orthodontic coverage not to exceed \$800 per patient subject to the following conditions:

- a) The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future annual enrollment dates, an employee may voluntarily terminate enrollment. Re-enrollment shall be permitted at the next annual enrollment date, however no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and received a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bona fide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g) All enrollees shall pay their share of the monthly premium via payroll deductions, which shall be withheld and paid one month in advance of coverage.

ARTICLE 13 – AGENCY SHOP

13.1 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provide that no modification is made in this provision by a successor agreement between the Union and the employer.

13.2 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

13.3 The City shall deduct union dues in accordance with State Statutes.

ARTICLE 14 – FUNERAL LEAVE

14.1 The City hereby agrees to provide six (6) calendar days off without loss of pay in the event of a death in the immediate family of the employee's spouse, child or parent. In the event of a death in the immediate family of the employee's brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law, the employee shall receive four (4) calendar days off without loss of pay. One (1) of the foregoing bereavement/funeral leave days shall be either the day of death or the day of the funeral, whichever the employee chooses. All such bereavement/funeral days must be taken consecutively.

ARTICLE 15 – EDUCATION

15.1 Association members who voluntarily take college courses in Police science related degree programs shall be reimbursed for the cost of tuitions upon successful course completion, up to the rate per credit charged by Bergen County Community College for the current academic year for substantially similar courses, however subject to the prior written approval by the Chief of Police before course commencement and subject to the maximum total accumulation limit of sixty-nine (69) credits. Tuition reimbursement shall be denied if the course requirements are not successfully completed or are in excess of the maximum total accumulation limit of sixty-nine (69) credits.

15.2 Effective January 1, 1997 there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten Dollars (\$10.00) per annum for each college credit successfully completed towards an

Associate Degree in Police Science at a recognized institution of higher learning subject to the following:

- a) The maximum total accumulation of educational credits payable shall be sixty-nine (69).
- b) An educational credit may be granted for a police related course of not less than forty (40) hours at an approved police training facility with the prior approval of the Chief of Police.
- c) The association member must request and receive the prior written approval of the Chief of Police before commencing his/her educational program or course in order to receive credit for same.
- d) All college courses as well as other training activities must be completed on the member's own (personal) time, i.e. outside of working hours, to be eligible for this benefit.
- e) A newly hired member shall be given credit for his/her educational credits earned prior to employment based upon a review and approval by the Chief of Police and the extent to which these credits are transferable toward an Associates Degree at Bergen Community College, to a maximum of sixty-nine credits.
- f) An association member who has earned a BA or BS degree in Police Science shall receive a total maximum educational benefit of \$1,280.00 per annum effective upon the date of hire or on January 1 following receipt of the degree. There is no educational credit benefit between 69 credits and the BA/BS degree.
- g) Remuneration for educational credits will be paid on a bi-weekly basis computed on the number of credits successfully completed as of December 31 of the preceding year. Such additional remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Chief of Police of a proper certification of successful course completion.

15.3 Association members who have exceeded the maximum credit limit of sixty-nine (69) prior to January 1, 1979, shall not lose his/her benefit on their excess credits.

ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE

16.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

16.2 A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

16.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

16.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue and observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

16.5 Step One

The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor shall be in writing and shall be rendered to the employee within fifteen (15) calendar days of the close of the said discussion.

16.6 Step Two

If the grievance is not settled by Step One, within fifteen (15) calendar days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employees and submitted to the Police Chief, or any person designated by him, and the answer to such grievance by the said Police Chief shall be in writing and shall be rendered to the individual employees within fifteen (15) calendar days of submission.

16.7 Step Three

If the grievance is not settled at Step Two, the employee shall have the right within fifteen (15) calendar days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer by the said City Manager shall be rendered to the individual employee within fifteen (15) calendar days of submission.

16.8 Step Four

If the grievance is not settled at Step Three, the individual employee shall have the right within fifteen (15) calendar days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator, to the extent that the arbitrator is not precluded by Civil Service law. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the disputes and make

a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

16.9 Work Stoppages

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

16.10 Conflicts Between Grievance Procedure and Rules and Regulations

If in the event of any conflict between the provisions of this Grievance Procedure and the Rules and Regulations governing the Police Department of the City of Hackensack, the Rules and Regulations of the Police Department of the City of Hackensack shall govern.

ARTICLE 17 – MANAGEMENT RIGHTS

17.1 The City hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force, hire, promote, transfer, and discipline or discharge employees for just cause.

17.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Police Department facilities entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Police Department in any situation whatsoever.

ARTICLE 18 – SEVERABILITY AND SAVINGS

18.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 19 – INJURY LEAVE

19.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his injury, for (a) a maximum aggregate period of one (1) year commencing with the date of his injury, illness or disability; or (b) until such time as he has been accepted for retirement by the Police Pension System, whichever comes first. Any payments of temporary disability insurance by the City or its Workmen's Compensation Carrier shall be credited toward the full pay set forth above. If the illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

19.2 The City shall require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Police Department to examine the employee.

ARTICLE 20 – PERSONAL DAY

20.1 Effective July 1, 2014, all members of the bargaining unit shall be granted two (2) Personal Days off with pay to be used within that calendar year. Effective January 1, 2015, all members of the bargaining unit shall be granted three (3) Personal Days off with pay for that calendar year.

20.2 These Personal Days shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Chief of Police. These days shall not be used (i) before or after a scheduled vacation period, or (ii) on a legal holiday as defined by the State of New Jersey. This requirement may be waived by the Police Chief to facilitate manpower scheduling.

ARTICLE 21 – PERSONNEL FILES

21.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief or City Manager.

21.2 Upon advance notice and at reasonable times, any member of the Police Department may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative at times mutually convenient. A representative of the Chief of Police shall be present for such review.

21.3 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

21.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE 22 – STATEMENT OF ACCUMULATION

22.1 Each employee shall be supplied with a written certification from the City during each calendar year, which shall state the number of accumulated vacation days, sick days, personal day and any other time which is available to the officer.

Article 23 – SPECIALIZED DIVISION INCREMENT

23.1 Personnel assigned to a Specialized Division, (Detective, Narcotics, BCI, Youth and "Traffic Investigation Officers") shall receive an annual increment payable bi-weekly, in base subject to pension but not subject to longevity, as follows:

| 2013 | 2014 | 2015 |
|---------|---------|---------|
| \$2,300 | \$2,300 | \$2,300 |

23.2 Traffic Bureau

Effective January 1, 1997 the Chief of Police shall designate five (5) Traffic Division Officers as "Traffic Investigation Officers" who shall respond when called to investigate Traffic Division cases. Said "Traffic Investigation Officers", who shall serve at the pleasure of the Chief of Police, shall receive the Specialized Division Increment outlined in Article 23, during the period so assigned.

ARTICLE 24 – INTERROGATION OF POLICE OFFICER

24.1 In an effort to insure that departmental investigations, when the employee is subject to suspension or termination, are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- 1) The interrogation shall take place at a location designated by the Chief of Police.
- 2) The member of the force shall be informed of the nature of the investigation before any interrogation commences. When it is determined that an officer is a target of the investigation, he shall be notified.
- 3) The questioning shall be reasonable in length.
- 4) No promise of reward shall be made as an inducement to answering questions.
- 5) At every stage of the proceedings, the department shall afford an opportunity for a member of the force to have a P.B.A. representative present.
- 6) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE 25 – DURATION

25.1 This agreement shall have a term from January 1, 2013 through December 31, 2015. If the parties have not executed a successor agreement by December 31, 2015, then this Agreement shall continue in full force and effect until a successor agreement is executed in accordance with PERC rules and State law.

25.2 Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

25.3 IN WITNESS WHEREOF, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.

ATTEST:

CITY OF HACKENSACK:

CITY CLERK

By: MAYOR

CITY MANAGER

ATTEST:

FRATERNAL ORDER OF
POLICE LODGE NO. 16/NJ FOP
LABOR COUNCIL

PRESIDENT
FOP LODGE NO. 16

STATE DELEGATE

DATED: _____

CITY OF HACKENSACK

F.O.P. (POLICE SUPERIORS)

APPENDIX – A - hired / promoted before July 1, 2014

| | Effective 1-1-12 (existing) | Effective 1-1-13 (proposed) | Effective 1-1-14 (proposed) | Effective 1-1-15 (proposed) |
|------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| Captain | \$144,569 | \$146,738 | \$148,939 | \$151,173 |
| Lieutenant | \$134,830 | \$136,852 | \$138,905 | \$140,989 |
| | | 1.5% | 1.5% | 1.5% |

APPENDIX – A1 - hired / promoted on or after July 1, 2014

| | Effective 7-1-14 (proposed) | Effective 1-1-15 (proposed) |
|------------|-----------------------------------|-----------------------------------|
| Captain | \$148,939 | \$151,173 |
| | Step 2 | \$143,922 |
| Lieutenant | \$138,905 | \$140,989 |
| | Step 1 | \$133,889 |

AGREEMENT BETWEEN
THE
CITY OF HACKENSACK



FILE

and
POLICEMEN'S BENEVOLENT ASSOCIATION
HACKENSACK LOCAL NO. 9
FOR THE PERIOD
01-01-10 TO 12-31-12

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PREAMBLE

This Agreement entered into this 28th day of April 2009,
by and between the CITY OF HACKENSACK, New Jersey, hereinafter
referred to as the "City" and POLICEMEN'S BENEVOLENT ASSOCIATION,
LOCAL NO. 9, hereinafter referred to as the "PBA".

ARTICLE 1 – GENERAL/PUBLIC EMPLOYEES

1.1 General

In order to increase general efficiency in the Police Department, to maintain the existing harmonious relationship between the Police Department and its employees and to promote the morale, rights, well-being and sincerity of the Police Department, the City and the PBA hereby agree as follows:

1.2 Public Employee

The Police Department and the individual members of the PBA are to regard themselves as public employees and are to be covered by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

1.3 Probation Period

All employees shall serve a probationary period of twelve (12) months as mandated under N.J.S.A. 11:12-1 and 11:22-6 and shall have no seniority rights during this period but shall be subject to all other clauses of this Agreement. All employees who have successfully completed the probationary period shall be known as permanent employees and the probationary period shall be considered part of the seniority time.

ARTICLE 2 – SALARIES/RECOGNITION

2.1 The City of Hackensack hereby recognizes the Policemen's Benevolent

Association, Local No. 9, as a sole and exclusive representative of all policemen and police officers, excluding the Chief, Deputy Chief(s) and Inspector(s) in accordance with the provisions of Public Laws, Chapter 303. 1968.

2.2 The parties agree that only representatives of the recognized bargaining agent shall be granted time off for business meetings.

2.3 The salaries for employees covered by this Agreement shall be as set forth on Appendix A.

ARTICLE 3 – HOLIDAYS

3.1 Effective January 1, 2005 the City agrees to pay each member for twelve (12) holidays. Effective January 1, 2007 the City agrees to pay each member for thirteen (13) holidays. Payment for such days shall be at straight time.

3.2 Effective January 1, 2005, the entire holiday benefit shall be distributed into the base salary; this payment shall be paid evenly into the 26 annual paychecks and shall be utilized for all calculation purposes.

ARTICLE 4 – CLOTHING ALLOWANCE

4.1 Association members shall be entitled to an annual clothing allowance, payable in December and pro-rata based upon full months of service wherein a member was not employed for the full calendar year, in accordance with the following schedule:

| <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> |
|-------------|-------------|-------------|-------------|-------------|
| \$750 | \$775 | \$800 | \$825 | \$850 |

4.2 If an Officer dies while actively employed, his estate shall receive payment for his pro-rata earned clothing allowance.

4.3 Police Officers while on Sick Leave for a continuous period of time in excess of thirty (30) calendar days shall not receive service credit for the computation of clothing allowance for each thirty (30) day period of absence.

Clothing allowance shall not be pro-rated if an Officer is on Injury Leave.

4.4 Each new employee shall receive from the City, free of charge, a pistol, required leather per departmental specifications and rubber goods (raincoat and boots). All of these items shall remain the property of the City.

4.5 This payment shall be made to plain clothed as well as uniformed employees.

4.6 If the City institutes changes in the uniform or any part thereof, it shall provide, free of charge, any such changed items.

4.7 A police officer's uniform or personal equipment that are required by him in his capacity as a police officer, which may be damaged during the course of his employment, shall be replaced at the expense of the City, except where such damage is caused by negligence of the employee. This paragraph shall be subject to the discretion of the Chief or his designee and such decision shall not be subject to arbitration.

ARTICLE 5 – SICK LEAVE

5.1 The City hereby agrees to provide fifteen (15) days of paid sick leave per full year of employment; such sick leave shall be accumulative with past practice, pursuant to Civil Service Law.

5.2 In the case of new officers not employed for the full year, such officers shall accumulate sick leave at the rate of one (1) day per month of employment. Thereafter employees shall accumulate sick leave at the rate of one and one-quarter (1-1/4) day per month.

ARTICLE 6 – RETIREMENT LEAVE

6.1 The City hereby agrees that upon notification of acceptance for retirement from the Police and Fire Retirement System, a police officer shall be paid One Hundred (100%) percent of his accumulated unused sick leave without limit. Such approved retirees must have been in the employ of the City for at least twenty-five (25) years, except in the case of disability retirement.

6.1(a) All unit members hired after January 1, 1985, shall be paid seventy-five (75%) percent of their accumulated sick leave, not to exceed fifty (50%) percent of their final annual salary as defined in 6.4 below.

6.2 In the event an active employee dies prior to retirement, without respect to years of service, the employee's estate shall receive the retirement leave payment.

6.3 Wherever an employee has rendered police service in another municipality and has thereafter joined the Police Department of the City of Hackensack, such service in the other municipality may, with the approval in writing of the City Manager, be included within the aforementioned period of twenty-five (25) years.

6.4 For purposes of computing the retirement leave benefit based upon sick days, such sick day shall be paid at the rate of 1/260 times the retiree's final annual salary. Final annual salary shall be the summation of base salary, longevity, education, Specialized Division Increment and Holiday Pay.

6.5 A retiring employee shall be permitted to take the lump sum retirement benefit in up to three (3) installments, at the retiree's sole option. Said installments may be taken by the retiree, on the first pay of each quarter, however not over a period in excess of eighteen (18) months from separation from service.

6.6 The City of Hackensack may, at its sole discretion, buy back a portion of the accrued unused sick days of any employee who meets all of the following criteria:

- 1) 25 years or more of creditable service in his/her respective pension.
- 2) Age 55 or older.
- 3) 100 or more accrued unused sick days.
- 4) Hired before January 1, 1985.

The City shall not buy back days so as to deplete the employee's accrual of sick days below the level of 100 days on the date of buy back.

The employee shall have the right to refuse the decision of the City to buy back a portion of his/her sick days.

6.7 The provisions of 6.1 and 6.5 shall not be applicable to employees hired from and after the date of January 1, 1985.

ARTICLE 7 – VACATION LEAVE

7.1 The City hereby agrees to provide a paid vacation in accordance with the following schedule:

| <u>YEARS OF SERVICE COMPLETED BY DECEMBER 31</u> | <u>ANNUAL VACATION LEAVE EARNED</u> |
|--|---|
| 1 to 9 years | 15 working days |
| 10 to 19 years | 19 working days |
| 20 years or more | 26 working days |

7.2 During the first calendar year of employment, vacation days shall be earned at the rate of 1-1/4 days per full month of service credit to be utilized between January 1st and December 31st of the next year. During the final year of service, vacation is earned at a pro-rated basis commensurate with annual vacation leave earned.

7.3 Vacation leave earned in one year can only be taken between January 1st and December 31 of the next year, unless expressly approved by the Chief.

7.4 An employee shall be paid for earned but unused and unforfeited vacation leave upon termination of employment if proper notice is given. Two weeks notice is considered proper.

7.5 If an employee is on a leave of absence without pay for more than two weeks in any month, he/she does not earn vacation leave for that month.

7.6 An employee on an approved leave of absence with pay status will continue to accrue vacation leave, according to his/her length of service and regular work schedule.

7.7 Earned vacation days may be utilized by the employee at their request, manpower permitting.

7.8 Nothing contained in this article shall be deemed to interfere with the right of management to either cancel a vacation or to change the time for the taking of same where the interests of the City of Hackensack so dictate.

ARTICLE 8 – MATRIMONIAL LEAVE

8.1 The City hereby agrees to grant four (4) calendar days leave with full pay when a member of the Department marries.

ARTICLE 9 – LONGEVITY PAY

9.1 The City hereby agrees to continue in full force and effect the existing longevity program which provides for one (1%) percent for every two (2) years without a maximum limitation.

9.2 The calculations and determinations of the longevity pay shall be in accordance with the following system:

9.3(a) In addition to the salary ranges indicated, each employee will receive longevity pay of one (1%) percent for each two (2) years of service, computed on the amount of the base salary of the employee at the time he becomes eligible for such longevity payment. In order to qualify for such longevity pay, the employee must have earned each two (2) years of service credit on or before January 4, March 31, June 30 or September 30, in order to receive the added one (1%) percent longevity pay for the ensuing quarters. Whenever an employee receives an increase in salary during the year as the result of a change in base salary for promotion, increment and a new position, the employee will receive a longevity increase on the new base salary at the same percentage as heretofore received on the prior base salary. Additional compensation of any nature, including overtime, will not be considered in computing longevity payments. Longevity payments will be computed from the time the employees were first employed on a full time basis by the City.

Leaves of Absence without pay, with the exception of employees on official Leave of Absence due to military duty, will not be considered in determining the length of service.

9.3(b) All unit members hired after January 1, 1985, will receive 2% longevity pay for every four (4) years of service. The longevity pay for unit members hired before January 1, 1985 will remain as set forth in Article 9.3(a). There will be no maximum limitation on longevity pay for any unit member, regardless of hiring date.

9.3(c) Effective September 1, 2000, longevity shall be eliminated for new hires or interdepartmental transfers to the bargaining unit.

ARTICLE 10 - OVERTIME

10.1 Overtime will be paid for any time spent on duty in excess of the normal tour of duty with a workday consisting of eight (8) continuing hours including reasonable meal and break periods in accordance with established procedures.

The average workweek shall be forty (40) hours. Same shall be paid except, as hereinafter set forth, at the rate of time and one-half.

10.2 Specialized Division (Detective, Narcotics, BCI, Youth, and "Traffic Investigation Officers") personnel shall be compensated for overtime work at the time and one-half rate for all hours worked beyond the normal tour of duty. Subject to the limitations of the Fair Labor Standards Act, the City at its sole option may compensate Special Division Personnel with compensatory time or by payment at the overtime rate. Paragraph 10.8 shall be applicable to Specialized Division Personnel. Compensable time above the 100-hour floor set in Paragraph 10.8 shall be used by said personnel within six (6) months of being ordered to do by the Chief or his designee. An order directing any such personnel to use recorded compensable time shall be limited to the taking of one (1) week of compensable time. Nothing contained herein shall preclude the Chief from issuing further orders to use compensable time to the same personnel so long as each such order is limited to one (1) week of compensable time.

10.2(b) Specialized Division Personnel may elect to use recorded compensable time upon request subject to the City's right to refuse specific dates after taking into consideration the reasonable request of the employee, and the needs of the City to maintain its staffing requirements and other legitimate concerns.

10.2(c) The City agrees that as part of the negotiations for a successor agreement, it will negotiate as an economic issue the right of Specialized Division Personnel to receive payment for a stated number of overtime hours worked in a given year.

10.3 Recorded overtime shall include training time.

10.4 Additional recorded overtime may be allowed at the option of the Chief.

10.5 Some training may, at the discretion of the Chief, be paid at the rate of time and one-half.

10.6 The parties hereby covenant and agree that in accordance with existing practice in effect in the Hackensack Police Department recorded overtime shall be payable at the straight time rate in effect at the time of payment of said recorded overtime.

10.7 Recorded overtime may, in the sole discretion of the Chief, be used on those cases where an individual shall have utilized all of his sick days and where an individual may require additional sick leave time.

10.8 Anything to the contrary notwithstanding contained herein, it is covenanted and agreed that recorded overtime may be paid off at any time in the discretion of the City of Hackensack provided, however, that where such option exercised such payment may not reduce the amount of an individual below a total of one hundred (100) hours. This minimum of one hundred (100) hours shall be kept on the books to be paid to the individuals in whose favor such overtime exists at the time final payment is to be made.

10.9 Payment of such recorded overtime shall be made either at the retirement of an individual, his termination, or in the event of death to his estate.

10.10 Traffic Bureau

Effective January 1, 1997 the Chief of Police shall designate five (5) Traffic Division Officers as "Traffic Investigation Officers" who shall respond when called to investigate Traffic Division cases. Said "Traffic Investigation Officers", who shall serve at the pleasure of the Chief of Police, shall receive the Specialized Division Increment outlined in Article 23, during the period so assigned.

10.11 Court Appearances

Effective September 1, 1982, all personnel covered by this Agreement shall receive compensation at the time and one-half rate for each court appearance when he is called in during off duty hours regardless of said employee's division or assignment with a minimum guarantee of two (2) hours for each such

appearance actually required in court. The employee shall have sole option of receiving either cash at the premium rate or compensatory time (one and one-half hours for each overtime hour worked). If compensatory time is selected by the employee, it shall be taken pursuant to departmental practices and procedures currently in existence.

Article 11 - Health Benefit Insurance Program

11.1 Effective January 1, 2000, all active Association members covered by this Agreement and eligible members of their families plus all eligible retirees* with a retirement date subsequent to January 1, 2000 and eligible members of their families shall be entitled to the following coverage until the demise of the Association member:

*Eligible retiree to be any Association member who has 25 years pension credit and has been accepted by the PFRS as a retiree subsequent to January 1, 2000 and continues to receive benefits under Special, Ordinary Disability or Accidental Disability Retirement.

| <u>Employee Status</u> | <u>EMPLOYEE</u> | | <u>SPOUSE</u> | | <u>ELIGIBLE DEPENDENT</u> | |
|-----------------------------------|-----------------|------------------------------|----------------|------------------------------|---------------------------|------------------------------|
| | <u>Covered</u> | <u>Oxford (1) Deductible</u> | <u>Covered</u> | <u>Oxford (1) Deductible</u> | <u>Covered</u> | <u>Oxford (1) Deductible</u> |
| Active (2) | Yes | 250 | Yes | 250 | Yes | 250 |
| Retiree - Medicare Ineligible (2) | Yes | 250 | Yes | 250 | Yes | 250 |
| Retiree - Medicare Eligible (3) | Yes | 250 | Yes | 750 | Yes | 750 |

- (1) Not applicable if covered by an H.M.O.
- (2) Deductible of \$250. per single person per calendar year. Deductible of \$500. per family per calendar year (two persons must satisfy a separate deductible).
- (3) Oxford only. HMO coverage not provided.

11.2 Association members who retired prior to January 1, 2000 shall continue to receive the benefits provided by the applicable contract when they retired.

11.3 A Retiree who:

1. is covered by the City's Health Benefit Insurance Program and
2. is actively employed by another employer and
3. is covered by his current employer's Health Insurance Program,

shall submit all medical claims first to his current employer's Health Benefit Insurance Program as his "Primary" insurance carrier so long as he/she continues to be insured. The City's Health Benefit Insurance Program shall remain as his/her secondary coverage.

- 11.4 All coverage's provided by the City for Medicare eligible retirees and their eligible dependents shall be secondary to their Medicare coverage's.
- 11.5 All Retirees (retired after January 1, 2000) and eligible dependents who are Medicare eligible must provide both Medicare Part A and Part B coverage's to be eligible for coverage's provided by the City. The City shall reimburse each retiree for his/her Medicare Part B cost each December provided the retiree submits a copy of his/her Medicare Card to the Chief Financial Officer, 65 Central Avenue, Hackensack, New Jersey 07601, prior to the year end wherein he/she becomes Medicare eligible.
- 11.6 The health benefits and prescription program provided by the City to eligible retirees who are Medicare eligible shall be at the same level as provided to active employees. Additionally, HMO coverage is not available to Medicare eligible retirees or spouse.
- 11.7 The City and the PBA agree that successor collective bargaining agreements shall neither increase the health benefit deductible to exceed \$1,000. (\$1,000 for Medicare eligible retiree's spouse or dependent) nor increase the Prescription Plan co-pay to exceed \$20.00 for name brand and \$8.00 for generic brand drugs without the written majority consent of all retired Association members who retired subsequent to January 1, 2000.

ARTICLE 12 – DENTAL PLAN

12.1 The City of Hackensack and the members of the PBA Local #9 shall provide a dental benefit insurance program during the term of this agreement sponsored by Delta Dental Insurance together with lifetime orthodontic coverage not to exceed \$800 per patient subject to the following conditions:

- a) The City shall pay the lesser of 50% of the enrollee's annual premium or \$150.00 (pro-rata for mid-year enrollees) and the enrollee shall pay the balance through periodic payroll deductions.
- b) It is understood and agreed that no employee shall be obligated to participate in said program. Once enrolled, at the inception of the program or subsequently at future annual enrollment dates, an employee may voluntarily terminate enrollment. Re-enrollment shall be permitted at the next annual enrollment date, however no employee will be permitted to terminate enrollment more than two (2) times during their continuous employment.
- c) Part-time and seasonal employees shall not be eligible for this insurance.
- d) Nothing contained herein shall preclude the City from self-insuring this benefit or assigning same to another insurance company provided however that the coverage provided by such change shall not be substantially different from that previously enjoyed.
- e) The City's contribution as herein above set forth shall continue for as long as the enrolled employee continues to be employed by the City and received a bi-weekly pay check.
- f) Once enrolled, the employee may not voluntarily change his or her enrollment status (i.e., single, husband and wife, parent and child, family) unless the change is as a result of a bona fide status change (i.e., birth, marriage, death, divorce, adoption, emancipation of dependent child).
- g) All enrollees shall pay their share of the monthly premium via payroll deductions, which shall be withheld and paid one month in advance of coverage.

ARTICLE 13 – AGENCY SHOP

13.1 Any permanent employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter, and any new permanent employee who does not join within thirty (30) days of reentry into employment with the unit shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provide that no modification is made in this provision by a successor agreement between the Union and the employer.

13.2 The Union agrees that it will indemnify and save harmless the City against any and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the City at the request of the Union under this Article.

13.3 The City shall deduct union dues in accordance with State Statutes.

ARTICLE 14 – FUNERAL LEAVE

14.1 The City hereby agrees to provide six (6) calendar days off without loss of pay in the event of a death in the immediate family of the employee's spouse, child or parent. In the event of a death in the immediate family of the employee's brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law or sister-in-law, the employee shall receive four (4) calendar days off without loss of pay.

ARTICLE 15 – EDUCATION

15.1 Association members who voluntarily take college courses in Police science related degree programs shall be reimbursed for the cost of tuitions upon successful course completion, up to the rate per credit charged by Bergen County Community College for the current academic year for substantially similar courses, however subject to the prior written approval by the Chief of Police before course commencement and subject to the maximum total accumulation limit of sixty-nine (69) credits. Tuition reimbursement shall be denied if the course requirements are not successfully completed or are in excess of the maximum total accumulation limit of sixty-nine (69) credits.

15.2 Effective January 1, 1997 there shall be added to and made a part of the remuneration of each member of the Association, the sum of Ten Dollars (\$10.00) per annum for each college credit successfully completed towards an Associate Degree in Police Science at a recognized institution of higher learning subject to the following:

- a) The maximum total accumulation of educational credits payable shall be sixty-nine (69).
- b) An educational credit may be granted for a police related course of not less than forty (40) hours at an approved police training facility with the prior approval of the Chief of Police.
- c) The association member must request and receive the prior written approval of the Chief of Police before commencing his/her educational program or course in order to receive credit for same.
- d) All college courses as well as other training activities must be completed on the member's own (personal) time, i.e. outside of working hours, to be eligible for this benefit.
- e) A newly hired member shall be given credit for his/her educational credits earned prior to employment based upon a review and approval by the Chief of Police and the extent to which these credits are transferable toward an Associates Degree at Bergen Community College, to a maximum of sixty-nine credits.
- f) An association member who has earned a BA or BS degree in Police Science shall receive a total maximum educational benefit of \$1,280.00 per annum effective upon the date of hire or on January 1 following receipt of the degree. There is no educational credit benefit between 69 credits and the BA/BS degree.
- g) Remuneration for educational credits will be paid on a bi-weekly basis computed on the number of credits successfully completed as of December 31 of the preceding year. Such additional remuneration shall be paid notwithstanding the maximum salary heretofore provided and upon presentation to the Chief of Police of a proper certification of successful course completion.

15.3 Association members who have exceeded the maximum credit limit of sixty-nine (69) prior to January 1, 1979, shall not lose his/her benefit on their excess credits.

ARTICLE 16 – GRIEVANCE AND ARBITRATION PROCEDURE

16.1 A "grievance" shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the alleged violation, interpretation or application of any of the provisions of this Agreement.

16.2 A grievance must be initiated by the employee within fifteen (15) calendar days from the time the employee knew or should have known of its occurrence.

16.3 Failure at any step of this procedure of the employer or its representative to communicate the decision on a grievance within the specified time limits shall permit the employee to proceed to the next step. Failure at any step of this procedure of the employee to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

16.4 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue and observe all assignments and applicable rules and regulations of the City until such grievance has been fully determined.

16.5 Step One

The grievance shall be discussed by the employee involved with his immediate supervisor. The answer by the said supervisor shall be in writing and shall be rendered to the employee within seven (7) calendar days of the close of the said discussion.

16.6 Step Two

If the grievance is not settled by Step One, within seven (7) calendar days of receipt of the answer at Step One, the grievance shall be reduced to writing by the employees and submitted to the Police Chief, or any person designated by him, and the answer to such grievance by the said Police Chief shall be in writing and shall be rendered to the individual employees within seven (7) calendar days of submission.

16.7 Step Three

If the grievance is not settled at Step Two, the employee shall have the right within seven (7) calendar days of the receipt of the answer at Step Two to submit such grievance to the City Manager for his consideration. A written answer by the said City Manager shall be rendered to the individual employee within ten (10) calendar days of submission.

16.8 Step Four

If the grievance is not settled at Step Three, the individual employee shall have the right within seven (7) calendar days of receipt of the answer at Step Three to pursue all legal remedies afforded by the provisions of the Civil Service Act or to submit such grievance to an arbitrator. The arbitrator shall be selected in accordance with the Rules and Regulations of the New Jersey Public Employment Relations Commission. The arbitrator shall have full power to hear the disputes and make a final determination, which shall be binding on all parties. The arbitrator shall not have the right to add to, subtract from or modify this

Agreement in any manner. Each party shall share equally in the cost of the arbitrator. The employee shall have the right to be represented by the Association or a representative of his own choosing at all steps of this procedure, except Step One.

16.9 Work Stoppages

Since adequate grievance procedures are provided in this Agreement and since binding arbitration has been agreed to, the Association agrees that it will not engage in, encourage, sanction or suggest strikes, slow-downs, mass resignations, mass absenteeisms or any other similar action which would involve a work stoppage that may disturb or interfere with the orderly operation of the City's facilities.

16.10 Conflicts Between Grievance Procedure and Rules and Regulations

If in the event of any conflict between the provisions of this Grievance Procedure and the Rules and Regulations governing the Police Department of the City of Hackensack, the Rules and Regulations of the Police Department of the City of Hackensack shall govern.

ARTICLE 17 – MANAGEMENT RIGHTS

17.1 The City hereby retains the right to manage and control its Police Department facilities and in addition retains the right to direct the working force; hire, promote, transfer, and discipline or discharge employees for just cause.

17.2 The City, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work, lack of cooperation and initiative, or other legitimate reasons, in order to maintain the efficiency of the Police Department facilities entrusted to them and to determine the methods, means, and personnel by which such operations are to be conducted, and further to take whatever other actions deemed necessary to carry out the mission of the Police Department in any situation whatsoever.

ARTICLE 18 – SEVERABILITY AND SAVINGS

18.1 Should any part of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.

ARTICLE 19 – INJURY LEAVE

19.1 Whenever an employee is incapacitated from duty because of an injury or ailment sustained or incurred in the performance of his duty, he shall be entitled to injury leave with full pay at the rate of pay in existence at the time of his injury, for a maximum aggregate period of one (1) year commencing with the date of his injury, illness or disability; or until such time as he has been accepted for retirement by the Police Pension System. Any payments of temporary disability insurance by the City or its Workmen's Compensation Carrier shall be credited toward the full pay set forth above. If the illness continues beyond one (1) year, he shall be paid on the basis of his accumulated sick leave.

19.2 The City may require that the injury, illness or disability be evidenced by a certificate of a physician designated by the Police Department to examine the employee.

ARTICLE 20 – PERSONAL DAY

20.1 Each January 1, one (1) Personal Day off with pay shall be granted to all members of the bargaining unit to be used within that calendar year.

20.2 This Personal Day shall be requested, in writing, seventy-two (72) hours in advance, and approved by the Chief of Police. This day shall not be used before or after a scheduled vacation period or a legal holiday as defined by the State of New Jersey. This requirement may be waived by the Police Chief to facilitate manpower scheduling.

20.3 A Police Officer shall be eligible for this benefit only upon completion of twelve (12) months of active employment.

ARTICLE 21 – PERSONNEL FILES

21.1 A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained in the office of the Chief of Police, and may be used for evaluation purposes by the Police Chief or City Manager.

21.2 Upon advance notice and at reasonable times, any member of the Police Department may review his personnel file. However, this appointment for review must be made through the Chief of Police or his designated representative at times mutually convenient.

21.3 Whenever a written complaint concerning an officer or his actions is to be placed in his personnel file, a copy shall be made available to him and he shall be given the opportunity to rebut it if he so desires, and he shall be permitted to place said rebuttal in his file. When the employee is given a copy of the complaint, the identification of the complainant shall be excised. However, if any disciplinary action is taken based on any complaint, then the employee shall be furnished with all known details of the complaint, including the identity of the complainant.

21.4 All personnel files will be carefully maintained and safeguarded permanently, and nothing placed in any file shall be removed therefrom. Removal of any material from a personnel file by any member of the force shall subject that member to appropriate disciplinary action.

ARTICLE 22 – STATEMENT OF ACCUMULATION

22.1 Each employee shall be supplied with a written certification from the City during each calendar year, which shall state the number of accumulated vacation days, sick days, personal day and any other time which is available to the officer.

Article 23 – SPECIALIZED DIVISION INCREMENT

23.1 Personnel assigned to a Specialized Division, (Detective, Narcotics, BCI, Youth and "Traffic Investigation Officers") shall receive an annual increment payable bi-weekly, in base subject to pension but not subject to longevity, as follows:

| <u>2005</u> | <u>2006</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> |
|-------------|-------------|-------------|-------------|-------------|
| \$2,100 | \$2,150 | \$2,200 | \$2,250 | \$2,300 |

ARTICLE 24 – INTERROGATION OF POLICE OFFICER

24.1 In an effort to insure that departmental investigations, when the employee is subject to suspension or termination, are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

- 1) The Interrogation shall take place at a location designated by the Chief of Police.
- 2) The member of the force shall be informed of the nature of the investigation before any interrogation commences. When it is determined that an officer is a target of the investigation, he shall be notified.
- 3) The questioning shall be reasonable in length.
- 4) No promise of reward shall be made as an inducement to answering questions.
- 5) At every stage of the proceedings, the department shall afford an opportunity for a member of the force to have a P.B.A. representative present.
- 6) Nothing herein shall be construed to deprive the Department or its officers of the ability to conduct the routine and daily operations of the Department.

ARTICLE 25 – DURATION

25.1 This agreement shall have a term from January 1, 2005 through December 31, 2009. If the parties have not executed a successor agreement by December 31, 2009, then this Agreement shall continue in full force and effect until a successor agreement is executed.

25.2 Negotiations for a successor agreement shall be in accordance with the rules of the Public Employment Relations Commission.

25.3 IN WITNESS WHEREOF, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.

AGREEMENT BETWEEN THE CITY OF HACKENSACK
AND POLICEMEN'S BENEVOLENT ASSOCIATION, HACKENSACK PBA LOCAL 9
FOR THE PERIOD JANUARY 1, 2010 TO DECEMBER 31, 2012

The City of Hackensack and Hackensack PBA Local 9 have agreed to the following terms for a successor Agreement:

1. The terms of the preceding contract (January 1, 2005 to December 31, 2009) shall continue in full force and effect unless modified herein.
2. The term of this successor contract shall be January 1, 2010 through December 31, 2012.
3. Base salaries for Employees covered by the contract shall be as set forth on Appendix A annexed.

IN WITNESS WHEREOF, the parties hereto have caused to be signed by their respective presidents and secretaries, all on the day and year written.

ATTEST:
Albert Neck
CITY CLERK

CITY OF HACKENSACK
Michael R. Helf
MAYOR
CITY MANAGER

ATTEST:



HACKENSACK POLICEMEN'S
BENEVOLENT ASSOCIATION,
LOCAL NO. 9

Bob P. P.
PRESIDENT
PBA LOCAL NO. 9
STATE DELEGATE

DATED: 9/28/09

APPENDIX A
BASE SALARIES (WITHOUT HOLIDAY)

| | <u>Eff.</u> <u>1-1-09</u> | <u>Eff.</u> <u>1-1-10</u> | <u>Eff.</u> <u>1-1-11</u> | <u>Eff.</u> <u>1-1-12</u> |
|-------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Captain | 131,661 | 135,611 | 140,018 | 144,569 |
| Lieutenant | 122,792 | 126,476 | 130,586 | 134,830 |
| Sergeant | 113,923 | 117,341 | 121,154 | 125,092 |
| Police Officer - Step 6 | 105,054 | 108,206 | 111,722 | 115,353 |
| 5 | 90,162 | 92,867 | 95,885 | 99,001 |
| 4 | 75,268 | 77,526 | 80,046 | 82,647 |
| 3 | 60,374 | 62,185 | 64,206 | 66,293 |
| 2 | 45,479 | 46,843 | 48,366 | 49,938 |
| 1 | 30,590 | 31,508 | 32,532 | 33,589 |
| Percentages | | 3.00 | 3.25 | 3.25 |

